

THIS FIRM M12 TRANSPORTATION CONTRACT dated as of the 8th day of March, 2011,

UNION GAS LIMITED, a company existing under the laws of the Province of Ontario,
(hereinafter referred to as “**Union**”)

- and -

GREENFIELD SOUTH POWER CORPORATION, a company existing under the laws of the Province of Ontario,
(hereinafter referred to as “**Shipper**”)

WHEREAS, Union owns and operates a natural gas transmission system in south-western Ontario, through which Union offers “Transportation Services”, as defined in Article II herein;

AND WHEREAS, Shipper wishes to retain Union to provide such Transportation Services, as set out herein, and Union has agreed, subject to the terms and conditions of this Contract, to provide the Transportation Services requested;

NOW THEREFORE, this Contract witnesses that, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE I - INTERPRETATION AND DEFINITIONS

1.01 Divisions, Headings and Index: The division of this Contract into Articles, Sections and Subsections, and the insertion of headings and any table of contents or index provided are for convenience of reference only, and shall not affect the construction or interpretation hereof.

1.02 Industry Usage: Words, phrases or expressions which are not defined herein and which, in the usage or custom of the business of the transportation, storage, and distribution or sale of natural gas have an accepted meaning shall have that meaning.

1.03 Extended Meaning: Unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders. The words “herein” and “hereunder” and words of similar import refer to the entirety of this Contract, including the Schedules incorporated into this Contract, and not only to the Section in which such use occurs.

1.04 Conflict: In the event of any conflict between the provisions of the main body of this Contract (including Schedule 1) and Union’s M12 Rate Schedule, as defined below, the provisions of Union’s M12 Rate Schedule shall prevail over the main body of this Contract.

- 1.05 Currency: All reference to dollars in this Contract shall mean Canadian dollars.
- 1.06 Schedules: Refers to the schedules attached hereto which are specifically included as part of this Contract, and include:
Schedule 1 – Contract Parameters
- 1.07 Rate Schedule: “Union's M12 Rate Schedule” or the “M12 Rate Schedule” or “M12” shall mean Union’s M12 Rate Schedule, (including the Storage and Transportation Rates, Schedule “A 2010” (“**General Terms and Conditions**”), Schedule “B 2010”(“**Nominations**”), Schedule “C”(“**Monthly Fuel Rates and Ratios**”) and Schedule “D 2010”(“**Receipt and Delivery Points and Pressures**”), or such other replacement rate schedule which may be applicable to the Transportation Services provided hereunder as approved by the Ontario Energy Board, and shall apply hereto, as amended from time to time, and which is incorporated into this Contract pursuant to Section 5.03 hereof.
- 1.08 Measurements: Units set out in SI (metric) are the governing units for the purposes of this Contract. Units set out in Imperial measurement in parentheses beside their SI (metric) equivalent are for reference only and in the event of a conflict between SI (metric) and Imperial measurement herein, SI (Metric) shall prevail.

ARTICLE II - TRANSPORTATION SERVICES

2.01 Transportation Services: Union shall, subject to the terms and conditions herein, transport Shipper’s gas on a firm basis on Union’s system (the “**Transportation Services**”). Shipper agrees to the following upon nomination to Union for the provision of the Transportation Services:

- (a) Contract Demand, Term, Receipt Point and Delivery Point shall be as set out in Schedule 1.
- (b) Gas Transported by Union:
- (i) Union agrees, on any day, and subject to Sections (b) ii) and (b) iii), to receive on Shipper's behalf at the Receipt Point, any quantity of gas which Shipper nominates and which Union has authorized for Transportation Service and to deliver that quantity of gas to Shipper at the Delivery Point as per Shipper’s nomination;
 - (ii) Under no circumstances shall Union be required to transport a quantity of gas in excess of the Contract Demand;
 - (iii) Union agrees that it shall, upon the request of Shipper, use reasonable efforts to transport gas in excess of the Contract Demand, as Authorized Overrun, on an interruptible basis; and,
 - (iv) Union agrees that it shall, upon request of Shipper, use reasonable efforts to accommodate changes to either the Receipt Point or Delivery Point, after the Timely Nomination Cycle, on an interruptible basis.
- (c) Fuel:
Shipper shall provide the fuel requirements per the M12 Rate Schedule based on the Authorized Quantity.

2.02 Accounting for Transportation Services: All quantities of gas delivered to/by Union shall be accounted for on a daily basis.

2.03 Commingling: Union shall have the right to commingle the quantity of gas referenced herein with gas owned by Union or gas being stored and/or transported by Union for third parties.

2.04 Imbalances: The parties hereto recognize that with respect to Section 2.01, on any day, receipts of gas by Union and deliveries of gas by Union may not always be exactly equal, but each party shall cooperate with the other in order to balance as nearly as possible the quantities transacted on a daily basis, and any imbalances arising shall be allocated to the Facilitating Agreements and shall be subject to the respective terms and charges contained therein, and shall be resolved in a timely manner.

ARTICLE III - CHARGES AND RATES

3.01 Except as otherwise stated herein, the charges and rates to be billed by Union and paid by Shipper for the Transportation Services provided under this Contract will be those specified in Union's M12 Rate Schedule.

ARTICLE IV - NOMINATIONS

4.01 Transportation Services provided hereunder shall be in accordance with the prescribed nominations procedure as set out in Schedule "B 2010" of Union's M12 Rate Schedule.

ARTICLE V - MISCELLANEOUS PROVISIONS

5.01 Notices: All communications provided for or permitted hereunder shall be in writing, personally delivered to an officer or other responsible employee of the addressee or sent by registered mail, charges prepaid, or by facsimile or other means of recorded telecommunication, charges prepaid, to the applicable address set forth below or to such other address as either party hereto may from time to time designate to the other in such manner, provided that no communication shall be sent by mail pending any threatened, or during any actual, postal strike or other disruption of the postal service. Any communication personally delivered shall be deemed to have been validly and effectively received on the date of such delivery. Any communication so sent by facsimile or other means of telecommunication shall be deemed to have been validly and effectively received on the business day following the day on which it is sent. Any communication so sent by mail shall be deemed to have been validly and effectively received on the seventh business day following the day on which it is postmarked.

Notwithstanding the above, nominations shall be made by facsimile or other recorded electronic means, subject to execution of an agreement for use of the secured portion of Union's website (the secured portion of Union's website is known as "*Unionline*") or such other agreement, satisfactory to Union, and will be deemed to be received on the same day and same time as sent. Each party may from time to time change its address for the purpose of this Section by giving notice of such change to the other party in accordance with this Section.

5.02 Law of Contract: Union and Shipper agree that this Contract is made in the Province of Ontario and that, subject to Article X of the General Terms and Conditions, the courts of the Province of Ontario shall have exclusive jurisdiction in all matters contained herein. The parties further agree this Contract shall be construed exclusively in accordance with the laws of the Province of Ontario.

5.03 Entire Contract: This Contract (including Schedule 1 and Union's M12 Rate Schedule) constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. This Contract supersedes any prior or contemporaneous agreements, understandings, negotiations or discussions, whether oral or written, of the parties in respect of the subject matter hereof.

5.04 Time of Essence: Time shall be of the essence hereof.

5.05 Counterparts: This Contract may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original but all of which together shall constitute one and the same agreement. This Contract may be executed by facsimile.

5.06 Severability: If any provision hereof is invalid or unenforceable in any jurisdiction, to the fullest extent permitted by law, (a) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be construed in order to carry out the intention of the parties as nearly as possible and (b) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of any provision in any other jurisdiction.

5.07 General Liability: The liability of the parties hereunder is limited to direct damages only and all other remedies or damages are waived. In no event shall either party be liable for consequential, incidental, punitive, or indirect damages, in tort, contract or otherwise.

THIS CONTRACT SHALL BE BINDING UPON and shall enure to the benefit of the parties hereto and their respective successors and permitted and lawful assigns.

IN WITNESS WHEREOF this Contract has been properly executed by the parties hereto by their duly authorized officers as of the date first above written.

UNION GAS LIMITED

Per: _____
Authorized Signatory

GREENFIELD SOUTH POWER CORPORATION

Per: _____
Authorized Signatory

Nominations: Attention: Susan Wang
Telephone: 416-234-1301, Ext. 127
Facsimile: 416-234-8336

Secondary Contact: Attention: Susan Wang
Telephone: 416-234-1301, Ext. 127
Facsimile: 416-234-8336

IF TO UNION: Union Gas Limited,
50 Keil Drive North,
CHATHAM, Ontario N7M 5M1

Nominations: Attention: Manager, Gas Management Services
Telephone: 519-436-5360
Facsimile: 519-436-4635

Secondary Contact: Attention: Manager, Strategic Sales
Telephone: 519-436-5258
Facsimile: 519-436-4643

Shipper's Representations and Warranties

Check here if Article XIX.3 of Schedule "A 2010" (Point of Consumption Warranty) is applicable:

Check here if Article XIX.4 of Schedule "A 2010" (Non-Resident and Non-GST Registrant) is applicable:

Special Provisions

Intentionally Blank

Early Termination by Shipper: Notwithstanding the Initial Term of this Contract, if the Power Purchase Agreement (as entered into by Shipper and the Ontario Power Authority) is terminated for any reason, Shipper may provide written notice (the "Early Termination Notice") to Union irrevocably:

- (a) electing to terminate this Contract pursuant to this Special Provisions Section; and
- (b) agreeing to pay the Early Termination Amount in accordance with this Special Provisions Section.

In the event such Early Termination Notice is delivered:

i) Union shall calculate the Early Termination Amount (as defined below) and deliver written notice of such calculation to Shipper within 15 days of receipt of the Early Termination Notice;

ii) effective as of the later of (such later date being referred to as the "Early Termination Date");

(A) the date specified in the Early Termination Notice (provided that such date shall be the end of a month); and

(B) the last day of the month in which the day that is 60 days after receipt of the Early Termination Notice falls,

this Contract will be terminated and of no further force and effect and each of the parties shall be released from all further obligations hereunder (provided that any rights or remedies that a party may have for breaches of this Contract prior to such termination and any liability a party may have incurred prior to such termination shall not thereby be released); and

iii) Shipper shall pay the Early Termination Amount to Union on or before the Early Termination Date.

The “**Early Termination Amount**” is equal to the present value of the amounts that would be payable for Contract Demand for the remaining term of this Contract after the Early Termination Date, using the Monthly Demand Charge Rate (GJ/Month) for Daily Contract Demand specified in the M12 Rate Schedule in effect as of the date the Early Termination Notice is received by Union; and using a discount rate equal to Union’s weighted average cost of capital.